

# Terms of Use

*Last updated: March 2026*

These Terms of Use ("Terms") govern your access to and use of the website located at [www.matternenergy.com](http://www.matternenergy.com) (the "Site"), operated by Matter + Energy ("we," "our," or "us"). By accessing or using the Site, you agree to be bound by these Terms. If you do not agree, please do not use the Site.

## 1. Acceptance of Terms

By accessing the Site, you represent that you are at least 18 years of age and have the legal capacity to enter into a binding agreement. These Terms apply to all visitors and users of the Site. Your continued use of the Site constitutes acceptance of any updates to these Terms.

## 2. Use of the Site

You agree to use the Site only for lawful purposes and in a manner consistent with all applicable laws and regulations. You agree not to:

- Use the Site in any way that violates applicable federal, state, or local law
- Transmit any unsolicited or unauthorized advertising, promotional materials, or spam
- Impersonate any person or entity or misrepresent your affiliation with any person or entity
- Attempt to gain unauthorized access to any portion of the Site or its related systems
- Interfere with or disrupt the integrity or performance of the Site
- Introduce malicious code, viruses, or any other harmful material
- Scrape, crawl, or otherwise extract data from the Site without our prior written consent
- Use the Site to collect or harvest personal information about other users

## 3. Intellectual Property

All content on the Site — including but not limited to text, articles, graphics, logos, icons, images, data compilations, and software — is the property of Matter + Energy or its content suppliers and is protected by United States and international intellectual property laws.

You may access and view content on the Site for your personal, non-commercial informational use only. You may not:

- Reproduce, distribute, or publicly display Site content without our prior written consent
- Modify, create derivative works from, or reverse engineer any portion of the Site

- Use our trademarks, service marks, trade names, or logos without express written permission
- Remove or alter any copyright, trademark, or other proprietary notices

The name "Matter + Energy," the "M+E" mark, and associated logos are trademarks of Matter + Energy. Unauthorized use of these marks is strictly prohibited.

## **4. Insights and Content**

The Insights articles, whitepapers, and other content published on the Site are provided for general informational and educational purposes only. Nothing on this Site constitutes professional advice — including but not limited to legal, financial, regulatory, or procurement advice.

You should not act or refrain from acting based on any content on this Site without seeking qualified professional advice specific to your situation. We make no representations or warranties as to the accuracy, completeness, or suitability of any content for your particular circumstances.

## **5. Forms, Inquiries, and Scheduling**

The Site includes contact forms, discovery call scheduling tools, and lab session booking features. By submitting information through these features, you:

- Consent to being contacted by Matter + Energy in connection with your inquiry
- Represent that all information you provide is accurate and complete
- Acknowledge that submission does not create a client relationship or contractual obligation on either party

Any actual engagement or services relationship will be governed by a separate written agreement executed by both parties.

## **6. Third-Party Links and Services**

The Site may contain links to third-party websites, platforms, or resources. These links are provided for convenience only. We do not endorse, control, or assume responsibility for the content, privacy practices, or terms of any third-party site. Your use of third-party sites is at your own risk and subject to their applicable terms.

## **7. Disclaimers**

THE SITE AND ALL CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. TO THE FULLEST

EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

We do not warrant that the Site will be uninterrupted, error-free, or free of viruses or other harmful components. We do not warrant the accuracy or completeness of any content on the Site.

## **8. Limitation of Liability**

TO THE FULLEST EXTENT PERMITTED BY LAW, MATTER + ENERGY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AND AGENTS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING FROM OR RELATED TO YOUR USE OF, OR INABILITY TO USE, THE SITE OR ITS CONTENT — EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Our total liability to you for any claim arising from these Terms or your use of the Site shall not exceed the greater of (a) the amount you paid to access the Site (if any) or (b) one hundred U.S. dollars (\$100.00). Some jurisdictions do not allow certain liability exclusions, so some of the above may not apply to you.

## **9. Indemnification**

You agree to indemnify, defend, and hold harmless Matter + Energy and its officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, costs, or expenses (including reasonable attorneys' fees) arising out of or relating to: (a) your use of the Site; (b) your violation of these Terms; (c) your violation of any applicable law or regulation; or (d) your infringement of any third-party rights.

## **10. Privacy**

Your use of the Site is also governed by our Privacy Policy, available at [www.matternenergy.com/privacy-policy](http://www.matternenergy.com/privacy-policy), which is incorporated into these Terms by reference. By using the Site, you consent to the collection and use of information as described in the Privacy Policy.

## **11. Governing Law and Dispute Resolution**

These Terms shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to its conflict of law provisions. Any dispute arising from these Terms or your use of the Site shall be subject to the exclusive jurisdiction of the state and federal courts located in Virginia.

You agree to first attempt to resolve any dispute informally by contacting us. If a dispute cannot be resolved informally within 30 days, either party may pursue formal legal remedies.

## **12. Modifications to the Site and Terms**

We reserve the right to modify, suspend, or discontinue the Site or any portion thereof at any time, with or without notice. We also reserve the right to update these Terms at any time. The most current version will be posted on the Site with an updated effective date. Your continued use of the Site after any modification constitutes your acceptance of the revised Terms.

## **13. Severability and Waiver**

If any provision of these Terms is found to be invalid or unenforceable, that provision will be modified to the minimum extent necessary to make it enforceable, and the remaining provisions will continue in full force. Our failure to enforce any right or provision of these Terms shall not constitute a waiver of that right or provision.

## **14. Entire Agreement**

These Terms, together with our Privacy Policy and any separate written engagement agreements, constitute the entire agreement between you and Matter + Energy with respect to the Site and supersede all prior agreements, understandings, or representations regarding the same subject matter.

## **15. Contact Us**

If you have questions about these Terms, please contact us:

### **Matter + Energy**

Reston, Virginia

Email: [hello@matternenergy.com](mailto:hello@matternenergy.com)

Website: [www.matternenergy.com](http://www.matternenergy.com)